



RFQ No. DACW67-02-Q-0087

**US Army Corps
of Engineers®**
Seattle District

Project: Riley Creek Modernization

Location: Albeni Falls Dam, Oldtown, Idaho

**PERFESSIONAL SERVICE SOLICITATION
AND SPECIFICATIONS**

Closing Date: 1 JULY 2002

Closing Time: 1:00PM LOCAL TIME PST

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Susan Newby, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Susan Newby, P.O. Box 3755, Seattle, WA 98124-3755.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-2158-9960		PAGE 1 OF 16	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-02-Q-0087	
7. FOR SOLICITATION INFORMATION CALL		a. NAME SUSAN F NEWBY				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6780	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		CODE G370F00		16. ADMINISTERED BY <div style="text-align: center; font-weight: bold;">SEE ITEM 9</div>			
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE			
TEL.							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		<div style="text-align: center; font-weight: bold;">SEE SCHEDULE</div>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

NAICS Coding versus SIC Coding

The computer program used to generate this document does not allow completion of Block 10, Standard Form (SF) 1449, with a NAICS code. The SIC Code, 8712, under Block 10, shall be read as if completed with the NAICS code 541310. The size standard is \$6.0 Million.

NOTE

**RESPONSES MUST BE SUBMITTED TO THIS OFFICE
NO LATER THAN
JULY 1, 2002
AT
1:00PM LOCAL TIME**

INFORMATION FOR WRITTEN QUOTES:

Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

Whenever the words "offer", "proposal", "offerors", or similar terms are used in this solicitation, they shall be read to mean "quote", "quotation", "quoter", or similar corresponding term to reflect that this solicitation is a Request for Quotations (RFQ), not a Request for Proposals (RFP).

Since this solicitation is a RFQ instead of an RFP, paragraphs (g) and (h) of FAR 52.212-1 are deleted.

PROSPECTIVE OFFERORS: THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) THAT REQUIRES CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. NO CONTRACT AWARD WILL BE MADE TO AN UNREGISTERED CONTRACTOR. INTERNET ACCESS ALLOWS YOU TO REGISTER BY COMPLETING AN ELECTRONIC ON-LINE REGISTRATION APPLICATION FROM CCR HOMEPAGE AT <http://www.ccr.gov/>. FOR FURTHER ASSISTANCE IN COMPLETING YOUR ON-LINE REGISTRATION, CONTACT THE NEAREST PROCUREMENT TECHNICAL ASSISTANCE CENTER (PTAC) NEAR YOU. A LIST OF THE NEAREST PTAC FOR THE STATE YOU ARE LOCATED AT: <http://www.rcacwv.com/ptac.htm>.

CONTRACTOR MUST PROVIDE DUN AND BRADSTREET NUMBER: _____

If contractor does not have DUNS number, contractor may register in CCR to retrieve a number (see internet address above, or you may call 888-227-2423 or 616-961-4725).

Point of Contact is:

SUSAN NEWBY, Contract Specialist
CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index.cfm>
(Click on Contract and Bid Information)
E-MAIL ADDRESS: Susan.F.Newby@nws02.usace.army.mil
TELEPHONE: (206) 764-6780 FACSIMILE: (206) 764-6817

Representations and Certifications contained herein must be completed by quoters and returned with offers. Please submit your completed Quotation, no later than the date stated above, to the address shown in Block 9, of the Standard Form (SF) 1449, Quotation/Contract/Order for Commercial Items. Facsimile quotes may be sent to the Seattle District, Corps of Engineers, Attention: Susan Newby at (206) 764-6817.

MINIMUM REQUIREMENT FOR POTENTIAL OFFERORS:

- Offerors must have knowledge of the area where expertise in design and development is required.
- Offerors must have participated in the previous designing and development of the Riley Creek Modernization at Albeni Falls Dam, Idaho.
- Offerors must have knowledge of the changes in recreation trends, recreation policy changes, and to meet the American with Disabilities Act (ADA) requirements for handicap accessibility in order to address changes in these policies and trends.

Offerors must submit documentation that meets the relevance of understanding of the minimum requirements, and to provide an outline that identifies accomplishments pertaining to the minimum requirements. Submit the above information on 8 1/2" x 11" plain bond paper. The information shall be double-spaced and not to exceed 10 pages. Utilize either Times New Roman or Courier New fonts with a minimum font size of 12-point. Margins will be set with a minimum of 1/2" top, bottom and side margins. Any title, cover, index, table of contents or tab pages will not be counted as part of the 10 pages.

Basis of Award: Award shall be made to a low, responsive, responsible offeror that meets the minimum requirements.

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROFESSIONAL SERVICES FFP - Provide Professional Services for Riley Creek Modernization at Albeni Falls Dam, Idaho, in accordance with the Statement of Work, for Tasks 1 through 5. PURCHASE REQUEST NUMBER W68MD9-2158-9960	1.00	Lump Sum		
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROFESSIONAL SERVICES FFP - Provide Professional Services for Riley Creek Modernization at Albeni Falls Dam, Idaho, in accordance with the Statement of Work, for Tasks 6 and 7. PURCHASE REQUEST NUMBER W68MD9-2158-9960	1.00	Lump Sum		
				NET AMT	

Riley Creek Campground Modernization,**Albeni Falls Dam****Develop Final Plans and Specs****Statement of Work****1. Introduction.**

This project includes developing bid documents (plans and specifications) to be used to upgrade and modernize the entire Riley Creek Campground at Albeni Falls Dam Project, on Pend Oreille River, Idaho. Riley Creek Campground requires significant improvements in order to address changes in recreation trends and recreation policy changes, as well as to meet the American with Disabilities Act (ADA) requirements for handicap accessibility. This scope of work is based on finalizing drawings and technical specifications developed previous as part of an ADA Compliance, Traffic and Parking Improvements, and Riley Creek Modernization Package.

Specific work that was included in the previous scope were modifications to campgrounds to increase spur size and alignment, restroom upgrades, construction of a new large group picnic shelter, renovation of playgrounds, rehabilitating the existing dump-station, constructing three new fishing piers, installing four game activity recreation areas, providing park signage, constructing a new park office, rehabilitating the maintenance and storage facility, renovating turf play areas, upgrading existing irrigation system, expanding the swim beach, increasing boat moorage capacity, adding sun shelters, road modification to relieve traffic congestion, trail improvements and additions, and utility upgrades.

2. Purpose of this scope of work

The intent of the previously abbreviated design was to allow more of a design-build approach to the modernization and facility upgrades. However, following construction of four restroom upgrades at Springy Point, Albeni Cove, and Priest River Campgrounds at Albeni Falls Dam during 2001, based on portions of the previous design, it was determined that more complete design drawings and specifications are required in order to administer the construction effectively. The current acquisition strategy is to modernize the entire Riley Creek Campground and facilities.

The scope of work for this specific project includes clarifying and/or adding information and details necessary to provide 100% complete design and bid documents for upgrading and modernizing Riley Creek Campground. The clarification and additional details and information required will be based on review comments, including those generated by the Fairchild Resident Engineer's Office in Spring of 2001 and lessons learned from the 2001 restroom upgrade project, in conjunction with the contractor's professional recommendations and technical expertise. The contractor will be required to perform an intensive, on-site, plan-in-hand review of the current design drawings for Riley Creek Campground. There will be special attention needed to coordinate the electrical service required to each campsite with the local power company/supplier. The design and materials for all recreation elements and features shall be commercial-grade, heavy-duty, low-maintenance, and appropriate to the public recreation environment at the Albeni Falls Dam project.

The contractor will be required to repackage the previously developed set of drawings to create a package that includes all drawings showing construction work to be performed in Riley Creek Campground only. A new cover sheet will be required. The new file name for this project will be E-52-44-99.

2.1. Specific Work Tasks**2.1.1. TASK 1: Site Visit and Pre-Design Meeting.**

The contractor's design team to visit the site for an intensive, plan-in-hand review and to attend a pre-design meeting to discuss review comments and lessons learned provided by Seattle District and incorporation of those into the final design documents. The site visit shall include visiting the recent restroom upgrade projects at Albeni Falls Dam for lessons learned. The minimum disciplines required to attend shall include the PM, architect, civil engineer, landscape architect, mechanical engineer, and electrical engineer. The contractor shall ensure all required disciplines are represented. The contractor will be able to view the review comments prior to the site visit and pre-design meeting in DrChecks through the Seattle District Internet site. This task is anticipated to require two days including travel.

2.1.2. TASK 2: Review, research, and prepare responses to Comments.

Review, research, and prepare responses to comments and lessons learned provided by the Seattle District, that address construct-ability and bid-ability of the design in 2000. All review comments shall be managed by the contractor using the DrChecks software system.

2.1.3. TASK 3: Pre-Final Review Meeting.

Contractor shall present recommended responses and design changes/details anticipated and recommended to be provided in the 95% pre-final design submittal. Discussion between the contractor and project personnel will assist in resolution of any conflicts or misunderstandings prior to final design development. This meeting shall be held in the Seattle District Office and be approx. 4 hours in duration.

2.1.4. TASK 4: Pre-Final Design Documents.

The 95% pre-final design shall be prepared in full accordance with the format and instructions contained in Vol. 1, chapter 7 of the Design Guide for A-E's and COE drafting standards. The presentation of data shall be in accordance with Vol. 1, chapter 3 of the Design Guide for A-E's. The submission shall include five paper copies (four bound and one unbound) of the half-size drawings and complete specifications set, design analysis (DA), and cost estimate. This submittal shall be based on the information gathered at the site visit and plan-in-hand review of the design documents previously developed for the project, as well as review comments provided by the Seattle District in the pre-design phase. The primary purpose is to further clarify and enhance the bid-ability and construct-ability of the drawings and specifications developed previously. Two new scope items shall be re-roofing Riley Creek restroom (RC-2) and replacing all existing ceramic floor and wall tile in Riley Creek restrooms (RC-3 and RC-4). The previously developed set shall be repackaged to include a new cover sheet and drawings that cover all construction work to be performed in Riley Creek Campground only. Additional details to be provided shall include but not be limited to retaining wall and terrace wall sections, boat basin cross-sections, handrail installation details, door and window finish schedules, amphitheater details, accessibility signage on the restrooms, and electrical panel schedules.

Draft specification "fronts", including the bid schedule and submittal register, will be prepared by the contractor for the pre-final design submittal. The contractor shall request standard "fronts" from the COR, allowing two weeks turnaround time. Specifications shall be prepared consistent with Vol 3 of the Design Guide for A-E's.

Design Analysis (DA) including the basis for design and computations analysis, shall be developed as the design progresses and shall be a modification to the current government furnished DA. The DA shall be corrected, updated, and expanded to include evolution of the project design. The complete DA must be included with each submittal.

In addition to the four sets of bound paper copies and one unbound paper copy, the 95% submittal shall be on CD-ROM using the Electronic Bid Set (EBS) process described in 2.1.7. This will enable review comments on the electronic set.

2.1.5. Task 5: Cost Estimate Preparation

A Code C cost estimate shall be prepared at the 95% pre-final design stage. The cost estimate shall be prepared as required by the Design Guide for A-E's using the M-CACES system. Paper copies shall be provided with the 95% submittal and shall be included as an appendix in the DA. The A-E shall also submit one copy of the working patterns showing computations used in developing the quantity takeoff with the estimate as part of the 95% pre-final review submittal.

The cost estimate shall include an estimate for A-E construction support services as follows:

Submittal Review. Review and select design and construction contract submittals. Anticipate 10 reviews to be required.

Site Visits/Meeting Attendance. Attend pre-construction meeting, final punch list inspection, and site layout inspection for campsites, trails, and roadways, as requested. Attend construction meetings, conduct site visits, make quality assurance inspections, and coordinate services with the A-E home office. Provide visits by the A-E project manager and engineer of appropriate discipline as required during the construction phase of the contract. Anticipate one site visit per month during 10-month construction period to be required.

Requests for Construction Support. Prepare technical responses to selected requests for information (RFI) and requests for support (RFS). Provide telephonic responses, as requested. Anticipate 5 RFI's and 5 telephonic responses to be required.

2.1.6. TASK 6: Review Conference Attendance.

The contractor shall attend the final review conference at the project site after the 95% submittal to discuss review comments, resolutions, and future actions. The review conference will be held at the Albeni Falls Dam project site and will include a final plan-in-hand review of the final drawings. Anticipated disciplines to attend the review conference will be the PM, the architect, the civil engineer or landscape architect, and the electrical engineer. The contractor shall prepare minutes of the conference and submit two copies to the COR within two days after the conference conclusion. Minutes shall include additional review comments made verbally during the review conference and any decisions reached that are not captured in the existing review comments. All meeting minutes shall be included in the final copy of the Design Analysis. This task is anticipated to require two days including travel and meeting minute preparation.

2.1.7. TASK 7: Corrected Final Design Documents.

One Hundred Percent (100%) Final Backcheck. After the final design review, the contractor shall make the necessary and agreed upon corrections. Upon completion of corrections in accordance with review comments, the contractor shall submit two (2) hard copies (one bound and one un-bound) of the bid documents (half-size drawings and specifications) and the 100% submittal on CD-ROM using the Electronic Bid Set (EBS) process described below for Government backcheck review. The review comments from the 95% submittal, shall be completely annotated in DrChecks. Backchecks will continue until all comments have been resolved/answered to the Governments satisfaction.

The contractor shall provide final corrected electronic files in both MicroStation 'DGN' binary format and in AutoCadd 'DWG' format. All support files required to display or plot the files in the same manner as they were developed shall be delivered along with the files. These files include but are not limited to font libraries, pen tables, and referenced files. The electronic files shall be submitted on 5-1/4-inch ISO-9660 CD-ROM.

This project will be advertised using the electronic bid set (EBS) process. To accomplish this, the contractor shall provide two sets of electronic file copies of the ready-to-advertise plans and specifications on 5-1/4 inch ISO-9660 CD-ROM. The files shall include full-size electronic raster CALS group 4 files rotated 90 degrees CCW in either 200 or 400 (whichever resolution is required to produce the required level of detail) including reference files, a generic ASCII index file (tab delimited) named PNUMBER.TXT that contains one line for each drawings with the sheet number, desired electronic filename, plate number, and drawing title (for a sample .txt file and other information on electronic bid set, visit CADD on Seattle District website www.nws.usace.army.mil), one set of ready-to-advertise specifications in Microsoft Word 2000 format, one set of ready-to-advertise in Adobe Portable Document Format (PDF), one copy of the final submittal in Word format, one copy of the submittal register in Adobe PDF format. The contractor shall insert blank pages in the electronic specification files as necessary to insure the file for each specification section contains an even number of pages. Each specification section page shall contain a header and footer with the project number in the top right corner, the solicitation number (if available) in the lower left corner, and the specification section and page number in the center separated by a dash. In addition, the contractor shall furnish one set of half-sized corrected final design drawings printed from converted CALS electronic files, stamped and signed, one copy of the specifications and submittal register printed from PDF files. The design Authentication Sheet for A-E prepared solicitation will require A-E signature certifying that the drawings and specifications were prepared, reviewed, and approved by registered professional engineers.

The contractor shall provide a final electronic copy of the corrected final cost estimate in M-CACES format and the corrected final Design Analysis in Word format.

3. Contractor Services

With the exception of Government-furnished property, the contractor shall furnish all services, labor, materials, supplies, and equipment required to conduct the tasks necessary to accomplish the work required under this SOW. In performance of this work, the contractor should make extensive use of existing information as provided by the government, current scientific literature, studies done under this scope of work, and existing knowledge, analytical ability, professional judgment and involvement of contractors and subcontractors. The contractor shall complete the performance of the specific tasks outlined above. All data, principles and theories developed under this scope of work shall be property of the Government of the United States.

4. Government furnished information and documents

The Government will provide the following documents:

Current electronic drawing and specifications files.

Current Design Analysis and current cost estimates.

Review Comments in DrChecks and assistance to access DrChecks, as required.

Lessons Learned from previous restroom upgrade project.

Review comments generated by Seattle District on current design set available in DrChecks.

5. General Requirements

5.1. Project Manager

Promptly following award of the SOW, the contractor shall designate a project manager. The Project Manager is responsible for maintaining coordination and execution of the contract. Changes in the designated project manager can only be made upon prior approval of the COR. The project manager shall have the experience and capability to be responsible for the supervision of work and overall quality and serve as liaison between the contractor and the COR for all work required under this contract.

5.2. Contracting Officer's Representative (COR)

The Contracting Officer the Government will designate a COR, who will provide the liaison, supply Government-furnished data and services, and forward other necessary documents. Contract interpretation and associated guidance and direction from the Government shall not be official unless specifically authorized by the COR or the CO. The COR will seek timely progress of the work and its satisfactory completion. One or more authorized technical representatives of the contracting officer may be designated to monitor contractor's performance, verify compliance with contract specifications, and provide technical support to the COR.

6. Extra Services

The contractor is advised not to perform any extra services under this contract. Except as otherwise provided in this contract, no payment for extras shall be made unless the contracting officer thereof has authorized such extras and price in writing.

7. Payment for routine work

Payments shall be made in accordance with the payments clause of the contract. A copy of each payment voucher shall be submitted by the contractor to the COR. Final payment will be made upon submittal of all deliverables and return of Government-furnished properties.

8. Submittal schedule

Calendar Days	Task
Day 0	NTP
Day 10	Pre-design meeting and site visit for plan-in-hand review by A-E
Day 15	Pre-final meeting to discuss final design development and responses to lessons learned in Seattle District.
Day 35	Pre-Final (95%) submittal of plans, specifications, design analysis, and cost estimate
Day 49	95% Review complete.
Day 54	Review comment responses completed in DrChecks.
Day 57	Attend 95% Review Conference
Day 72	Final 100% design, submitted for backcheck
Day 82	Final Electronic Bid Set files and documents received (see SOW)

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

- ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (ii) Alternate I to 52.219-5.
- ___ (iii) Alternate II to 52.219-5.

- ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

- ___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I of 52.219-23.

- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**

- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).**

- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).**

- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).**

- ___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

- ___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- ___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

- ___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX_(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>